

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Baraboo Candy Company, Inc.		03/18/2003	CORPORATION: WISCONSIN
Baraboo Candy Company, Inc.		03/18/2003	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Smith & Ford, LLC
Street Address:	E10891 Co-op Lane & Hwy. 12
Internal Address:	P.O. Box 63
City:	Baraboo
State/Country:	WISCONSIN
Postal Code:	53913
Entity Type:	limited liability company: WISCONSIN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2106087	COW PIE
Registration Number:	2216581	COW PIE
Registration Number:	2695633	

CORRESPONDENCE DATA

Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 659 - 6944
 Email: MBergsman@dickinsonwright.com
 Correspondent Name: Marc A. Bergsman
 Address Line 1: 1901 L Street, N.W.
 Address Line 2: Suite 800
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	07586-00010
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NAME OF SUBMITTER:	Marc A. Bergsman
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TRADEMARK

Total Attachments: 7

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (which, together with all schedules and exhibits hereto and other documents incorporated herein by reference, is hereinafter referred to as (the "AGREEMENT") dated as of this 18th day of March, 2003, by and between BARABOO CANDY COMPANY, INC., a Wisconsin corporation ("COMPANY"); and CHARLES DENNIS RONEY and LENNIS RONEY and each in his and her own right, as the sole shareholders of SELLER (hereinafter the "Selling Shareholders") (together hereinafter, the "SELLER" or "SELLERS" and SMITH & FORD, LLC, a Wisconsin limited liability company ("S & F") ("the BUYER") and FORD & SMITH, LLC, a Wisconsin limited liability company ("F & S") ("the BUYER") together hereinafter, the "BUYER" or "BUYERS").

RECITALS

A. SELLER is engaged in the State of Wisconsin in the business of producing and distributing certain candy items and related products.

B. SELLER desires to sell, convey, and assign, and BUYER desires to purchase certain of SELLER's assets.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and conditions contained in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. SALE AND PURCHASE OF ASSETS. SELLER agrees that, upon the Closing (as defined in Section 6(a)), it will sell, assign, and convey to BUYER, and BUYER agrees that, upon

the Closing, it will purchase from SELLER, all of SELLER's rights, titles, and interests as of the 18th day of March, 2003 in and to the following assets of SELLER which are collectively referred to as the "Purchased Assets":

- a. Tangible Personal Property. All of the SELLERS owned property used in the day to day operations as of the 15th day of March, 2003, which shall include the following:
- (i) All existing office equipment, furniture, computers, all equipment, maintenance equipment, plant equipment, production equipment, vehicles (except the Mercury Mountaineer), including any and all maintenance records pertaining to said equipment and any warranties associated therewith. of SELLER, a list of such items is set forth in **Schedule A.**
 - (ii) Hardware and software programs, labels and other support material and manuals used by the SELLER in the day to day operations of the SELLER together with any warranties or maintenance contracts associated with the Purchased Assets, a list of such items is set forth in **Schedule B.**
 - (iii) All business records, including but not limited to all sales records and customer lists, customer contracts, supply contracts associated with the day to day operations of the SELLER, a list of such items is set forth in **Schedule C.**
 - (iv) The exclusive use of the name Baraboo Candy Company, the business name of SELLER and the goodwill associated therewith. Upon the closing of this transaction, SELLER agrees to immediately amend the Articles of Incorporation for Baraboo Candy Company, Inc. to provide that the name of

the corporation shall be "Sticky Fingers Corporation" and shall immediately file such amendment with the Department of Financial Institutions ("the Department" so as to allow S & F to file with the Department, an amendment to its Articles of Organization providing for an amendment of its name from Smith & Ford, LLC to Baraboo Candy Company, LLC. Upon execution of this agreement, SELLER further agrees to execute a Consent to the use of an Indistinguishable Name and Stipulation to Change or Abandon An Entity Name for immediate delivery to the Department and to execute and deliver any and all other documentation necessary to allow S & F to file Articles of Amendment with the Department of Financial Institutions amending its name from Smith and Ford, LLC to Baraboo Candy Company, LLC.

- (v) All trademarks, service marks, trade names (including Seller's name "Baraboo Candy Company, Inc.), copyrights, inventions, trade secrets, discoveries, technical assistance, formulas and other proprietary knowhow, whether or not patentable, and goodwill, if any, telephone numbers and web site addresses of the business and, provided however, Seller and/or its president shall assign all right, title and interest in and to that certain licensing, marketing and distribution agreement previously entered into by SELLER with Divine Brands, LLC for use of the COW PIE trademark on ice cream products by Divine Brands, LLC. SELLER will assign to BUYER its Licensing and Marketing Agreement previously entered into by SELLER with Divine Brands, LLC. In consideration of the foregoing, BUYER will

enter into an agreement with SELLER, on or before the closing, to remit to SELLER any and all royalties paid to the BUYER pursuant to said agreement, in substantially the four attached at **Schedule D**.

- (vi) All products, formulations and processes used in the day to day operations of SELLER, a list of such items is set forth in **Schedule E**.
- (vii) All inventory (including raw materials, work-in-process and finished goods), goods purchased for resale, service and repair parts and supplies, and shipping and packaging materials and containers, not to exceed \$160,000.00 or such other amount as agreed to in writing by the parties hereto prior to Closing. Provided further that the inventory will not contain any discontinued packaging or materials which are estimated to be approximately \$30,000.00 upon the execution of the Letter of Intent. The value of the purchased inventory will be determined by physical inventory taken on or before March 18, 2003. See attached **Schedule F**.
- (viii) All support materials used in the day to day operations of SELLER, paper and electronic.
- (ix) Any licences, permits or authorities of local, state and federal governmental bodies "licenses") related to the Purchased Assets to the extent such Licenses are assignable or transferable by SELLER. A list of all Licenses relating to the Purchased Assets, except as to motor vehicles, is set forth in **Schedule G**, which list specifies the Licenses which are transferable by SELLER. BUYER shall, at its cost, obtain such Licenses as are required to operate any business utilizing the Purchased Assets. Except as otherwise provided

herein, any business conducted by BUYER with the foregoing Licenses or without the same shall be at BUYER's risk and BUYER agrees to indemnify and hold SELLER harmless on account of such businesses. In the event that local municipal ordinances require a Certificate of Occupancy to be issued upon the transfer of title, then it shall be BUYER's responsibility to obtain the Certificate of Occupancy prior to or as of Closing.

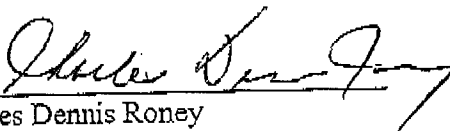
- (x) All rights and interests in and to the purchase orders from SELLER's customers and other contracts with SELLER's customers, sales orders issued to SELLER's suppliers and other contracts with SELLER's suppliers, leases of personal property and equipment leases (the "Contracts").
- (xi) The real estate owned by SELLER associated with the business of the SELLER, more particularly described in **Schedule H**.
- (xii) All other assets used in the day to day operations of SELLER not specifically set forth in Schedules A, ,C, D, E, F, G, and H; provided however, the Purchased Assets do not include cash and cash equivalents, trade accounts, notes receivable, the proceeds, if any, due SELLER from the Pangburn Bankruptcy proceedings, income tax refunds, marketable securities and insurance policies.
- (xiii) All books and records, including all customer lists, sales and promotional materials, warranty records, personnel records, product and manufacturing records and research and development records, but excluding SELLER's company minute and stock record books and corporate seal, general accounting records and books of original entries, checkbooks and canceled

(b) SELLER obtaining a sales tax clearance certificate from the Wisconsin Department of Revenue pursuant to Section 77.52(18) of the Wisconsin Statutes and S. Tax11.91 of the Wisconsin Administrative Code.

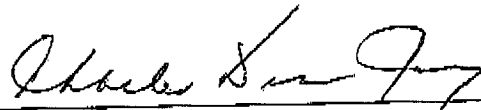
(c) BUYER will maintain in full force and effect the current collection procedures of SELLER for the collection of any unpaid trade accounts and/or receivables outstanding as of the effective date. BUYER will remit to SELLER the proceeds received from the collection of any outstanding trade accounts and/or receivables within ten (10) days of the receipt of same by BUYER. Provided, however, that BUYER shall not be required to maintain any collection procedures which would increase their operating costs.

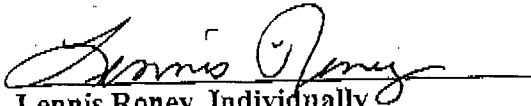
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the date first above written.

BARABOO CANDY COMPANY, INC.

By: 
Charles Dennis Roney
President

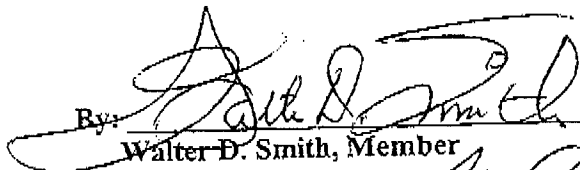
SHAREHOLDERS:

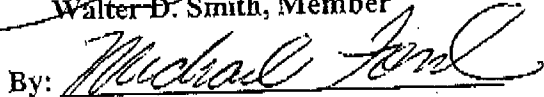

Charles Dennis Roney, Individually


Lennis Roney, Individually

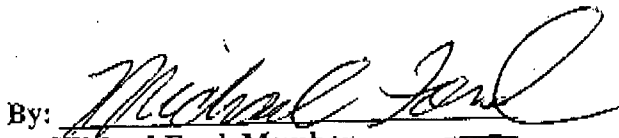
BUYERS:

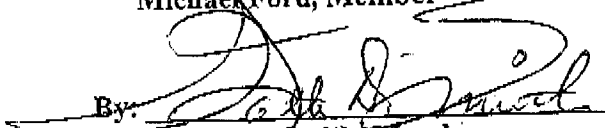
SMITH & FORD, LLC, a Wisconsin Limited Liability Company

By: 
Walter D. Smith, Member

By: 
Michael Ford, Member

FORD & SMITH, LLC, a Wisconsin Limited Liability Company

By: 
Michael Ford, Member

By: 
Walter D. Smith, Member